

01-0338 Issues Matrix
05/15/01

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| <p>TDS-11 Should the parties be required to pay disputed amounts into escrow?</p> | <p>GT&C 15.4 thru 15.7 <i>and 16.3.1</i></p> | <p><u>TDS POSITION:</u> TDS will not agree to place disputed funds into escrow. Such deposits are anti-competitive and are a financial hardship to CLECs.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> GT&C section 15.4 permits either party, upon being billed by the other, to dispute the bill and (subject to certain exceptions) not to pay the disputed amount until the dispute is resolved. In order to ensure that the billing party receives the full amount due if the dispute is resolved in its favor, Ameritech proposes (and interconnection agreements that this Commission has approved routinely provide) that the billed party be required to place in an interest-bearing escrow any amounts it disputes. Without such a requirement, the billed party could dispute bills (possibly even frivolously), withhold payment and, in some circumstances, never pay its bills, even after they are determined to be valid.</p> <p>The Arbitration Panel in the TDS/Ameritech Wisconsin arbitration (“Wisconsin Panel”) correctly rejected TDS’s contention that the escrow requirement is anti-competitive and approved the bulk of Ameritech’s proposed language.^{*/} As the Wisconsin Panel held, “It is clear that requiring disputed amounts to be placed in escrow is a standard practice in this industry. Ameritech’s tariff requires this, most interconnection agreements make provision for this, and TDS has not demonstrated that this requirement is anti-competitive.”</p> |
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^{*/} Earlier this year, Ameritech Wisconsin and TDS arbitrated almost all of the issues that Ameritech Illinois and TDS are arbitrating here. The Arbitration Award, issued by the Wisconsin Panel on March 12, 2001, is submitted herewith.

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| <p>TDS-15</p> <p>Under what conditions should Ameritech be allowed to terminate service to TDS?</p> | <p>GT&C 17.1 et seq.</p> | <p><u>TDS POSITION:</u> While TDS agrees that some process is needed, it should be after adequate notice, and only with commission approval/participation in order to protect end users.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Notwithstanding the reference to “adequate notice” in TDS’s statement of its position, there really is no notice issue here. Sections 17.1 <i>et seq.</i> provide fair procedures that must be followed before the agreement can be terminated for non-payment of bills, and those procedures include ample notice.</p> <p>In addition, and despite TDS’s reference in its position statement to “commission approval/participation,” there actually appears to be no dispute in that regard either, because TDS is not proposing any contract language that relates to commission approval or participation. In any event, the non-breaching party should not have to obtain Commission authorization to terminate the agreement, as the Wisconsin Panel ruled. By its terms, section 17 termination comes into play only where a party fails to pay its bill, does not dispute that it owes the amount billed, receives a notice threatening termination, and <i>still</i> does not pay its bill. Under these extreme circumstances, the aggrieved party should not be required to obtain Commission authorization before terminating the agreement. Even without such a requirement in the contract, the Commission can intervene on request to prevent termination if that is appropriate. Moreover, in the rare instance where a CLEC fails to pay its bills without excuse, a Commission authorization requirement for termination would place an artificial, anti-competitive impediment to the efficient operation of the market.</p> |
| <p>TDS-19</p> <p>Where the agreement incorporates by reference an Ameritech Illinois tariff, would Ameritech Illinois be required to give notice before revising that tariff?</p> | <p>GT&C 38.3</p> | <p><u>TDS POSITION:</u> TDS adds this language which prohibits voluntary tariff filings to try to circumvent the agreement, and requires Ameritech to give TDS notice of other tariff filings.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS’s position statement is outdated; there is no disagreement concerning “voluntary tariff filings to try to circumvent the agreement,” because the parties agreed on GT&C section 38.2, which addresses that subject (as reflected in the fact that the only GT&C section that TDS ties to this issue on its issues matrix is section 38.3).</p> <p>As to notice of tariff changes, the parties’ agreement should not address that subject. Ameritech Illinois will give TDS the same notice that it gives all other carriers pursuant to applicable Illinois rules – and is required to do so by those rules. There is no reason to require Ameritech Illinois to give TDS notice different than that which the Commission requires for other carriers -- especially since the parties have now agreed (in GT&C section 38.2) that Ameritech Illinois’ tariff filings will not supercede any provision of the parties’ interconnection agreement.</p> |

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| <p>TDS-25</p> <p>Does Ameritech have the obligation to combine UNEs in certain circumstances?</p> | <p>UNE 1.1</p> | <p><u>TDS POSITION:</u> TDS requests removing this language as too broad a statement since Ameritech must combine UNEs in some cases, i.e. where they are already combined elsewhere in the network.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois provides UNEs in combination where the actual UNEs themselves are already combined at the time of the CLEC's order. The courts have held that the 1996 Act does not permit any state or federal requirement that Ameritech Illinois affirmatively combine UNEs for CLECs, and Ameritech Illinois' proposed language is necessary to reflect that fact. In addition, the question whether the 1996 Act could ever be read to allow a requirement that ILECs combine UNEs for CLECs is before the U.S. Supreme Court (on review from the Eighth Circuit's decision in <i>Iowa Utilities Board v. FCC</i>, 219 F.3d 744 (8th Cir. 2000) and before this Commission in Docket 00-0700. The Commission should not even consider expanding Ameritech Illinois' duty to provide UNE combinations in this docket when it is already considering that question in 00-0700; if TDS wishes to avail itself of the Commission's decision in 00-0700, it will be able to do so under the change of law provisions in the parties' agreement.</p> |
| <p>TDS-27</p> <p>How should the list of UNEs that Ameritech must provide be defined?</p> | <p>UNE 2.2.9</p> | <p><u>TDS POSITION:</u> This broad statement allows Ameritech the opportunity to try to interpret a UNE as not-available by deciding after the contract is signed, that the UNE does not meet the standard. Therefore this section should be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS misinterprets section 2.2.9 of the Appendix UNE. Consistent with the 1996 Act, this provision simply makes clear that Ameritech Illinois cannot be required to provide a UNE until the network element in question has been found by the FCC or a state commission (acting within its delegated authority) to satisfy the requirements of section 251(d)(2) of the 1996 Act. There is no disputing this requirement, which is detailed in FCC Rule 317 (47 C.F.R. § 51.317), and TDS can have no legitimate basis for objecting to language reflecting the requirement.</p> |

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| <p>TDS-28</p> <p>Should Ameritech be required to provide UNE's where facilities modifications are required?</p> | <p>UNE 2.9.1 12.1</p> | <p><u>TDS POSITION:</u> TDS deletes Ameritech language that makes facilities modification at Ameritech's option, and inserts language making modifications subject to the facilities modification process of the OSS proceeding.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois' proposed agreement already provides that Ameritech Illinois may agree "to the extent required by law" to provide UNEs that involve facilities modification, and thus reflects the results of the Commission's docket on "special construction," No. 99-0593. TDS's proposed deletions, to the extent they could be read to require Ameritech Illinois to construct new facilities where they do not currently exist, are contrary to the 1996 Act. The Wisconsin Panel resolved this issue in Ameritech's favor, finding that Ameritech's language "is reasonable and accurately states its obligation to provide access to UNEs."</p> |
| <p>TDS-30</p> <p>What limits should be put on TDS's use of UNE's?</p> | <p>UNE 2.9.8</p> | <p><u>TDS POSITION:</u> If the intention is for a statement that UNE cannot replace access, this goes too far. As the statement is too broad, TDS requests that it be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois' proposed language simply makes clear that UNEs may not be connected with Ameritech Illinois' access services or other tariffed service offerings (except collocation). There is no basis for any requirement to provide or facilitate such UNE/service combinations. The FCC has repeatedly held that UNEs may not be used to replace access service alone; Ameritech Illinois' language is necessary to ensure that CLECs do not use UNEs for that purpose.</p> |
| <p>TDS-32</p> <p>Should the agreement provide for processes related to ordering of UNEs as shown?</p> | <p>UNE 2.11-2.18</p> | <p><u>TDS POSITION:</u> These provisions are adapted from Appendix 9.5 of the first generation agreement, and are necessary to detail the processes actually used by the parties in ordering UNEs.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS's proposed language attempts to address and resolve matters that were already addressed by the Commission's generic proceedings on operations support systems ("OSS"; Docket No. 00-0592) and performance standards. TDS's proposal is not "necessary," nor is it proper.</p> |

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| <p>TDS-33 Should Ameritech be required to offer Adjacent location access to UNEs in Illinois as it does in California?</p> | <p>UNE 4 and Collo 2.2 and 10.9</p> | <p><u>TDS POSITION:</u> TDS request this be offered in the Ameritech region. Since it has been offered in California, it clearly is technically feasible.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS seeks to include in the Appendix UNE certain terms and conditions that are currently available only in California, where the state commission required the incumbent LEC to make them available. These terms and conditions relate to the “Adjacent Location” method of access to UNEs. Based on the fact that Adjacent Location is available in California, TDS argues that it must be made available in Illinois under Paragraph 45 of the FCC’s <i>Advanced Services Order</i>, which permits the adoption in one state of collocation arrangements made available in another state. TDS is wrong, for the simple reason that Adjacent Location is not a collocation arrangement. As the FCC has made clear, collocation must occur at the premises of the incumbent LEC, and Adjacent Location does not occur at the premises of the incumbent LEC. The overwhelming weight of authority supports Ameritech Illinois’ position. That authority includes both federal court decisions and this Commission’s holding in Docket No. 99-0615: “We agree with Ameritech and the Staff that the FCC, in imposing a duty to collocate at the premises of the ILEC, did not contemplate off-site arrangements.”</p> <p>In any event, the Adjacent Location method of access to UNEs is outdated and inefficient. It requires a copper cable, which is the most non-forward looking, inefficient facility available today. And it unnecessarily wastes scarce entrance facility resources that could be used by other CLECs that wish to collocate with Ameritech Illinois.</p> <p>Finally, TDS, while relying heavily on the availability of Adjacent Location in California, substantially changes the California terms and conditions so as to expand Adjacent Location far beyond what is allowed in California. If the Commission were for some reason to overrule its decision in Docket 99-0615 and allow TDS to import to Illinois the terms and conditions of California Adjacent Location, the Commission should require TDS to accept the terms and conditions exactly as they are in California.</p> |
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| <p>TDS-34</p> <p>Should TDS be permitted to extend to adjacent locations by use of copper, coax of fiber?</p> | <p>UNE 4.2</p> | <p><u>TDS POSITION:</u> TDS request that this flexibility in connection methods be allowed.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See discussion of Issue TDS-33. If the Commission, contrary to Ameritech Illinois' position, requires UNE section 4 to be included in the agreement in any form, then section 4 should go into the agreement as is. The only rationale TDS has articulated for section 4 in the first place is that it appears in agreement(s) to which Ameritech Illinois' affiliate in California is a party. That being so – and especially in light of the fact that section 4 appears in the California agreement(s) only because the California Commission required it – TDS should be required to take section 4 as is if the Commission determines TDS is entitled to section 4 at all.</p> <p>Moreover, TDS's proposal to permit methods of interconnection other than copper would greatly increase the burden on Ameritech Illinois' central office facilities and impede efforts by other CLECs to collocate.</p> <p>Finally, TDS seeks to add language that would permit it to connect to Ameritech Illinois' UNEs by use of undefined, not-yet-developed means. At present, copper, coaxial and fiber are the only types of cable in use. If TDS has some other type of cable in mind, it should identify it. TDS's overly broad language is unacceptable, because it would allow TDS to use any future mode of connection, whether or not it has been tested or standardized. Moreover, TDS's proposed language would permit the use of copper, coaxial and fiber without regard to whether those methods are feasible. See also Issue TDS-35.</p> |
| <p>TDS-35</p> <p>Should TDS be required to connect only with 600 pair copper cable?</p> | <p>UNE 4.3</p> | <p><u>TDS POSITION:</u> TDS requests that this requirement be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issues TDS-33 and TDS-34. In addition to the generally applicable failings in TDS's Adjacent Location proposal set forth there, TDS's proposal to delete the requirement that copper cable be a minimum of 600 pairs is unreasonable. The California offering is already inefficient; permitting a CLEC to use less efficient copper cable would make a bad situation worse by underutilizing scarce entry facilities.</p> |

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| <p>TDS-36</p> <p>What spectrum interference should TDS be responsible for?</p> | <p>UNE 4.5.1</p> | <p><u>TDS POSITION:</u> TDS requests that it be responsible only for interference caused by its cable.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issues TDS-33 and TDS-34. In addition, TDS's proposal that it be allowed to skirt liability for spectrum interference is unreasonable. TDS's proposed language would limit liability to interference caused by TDS's cable; but interference can be caused not only by TDS's cable, but by TDS's other equipment or facilities, and TDS ought to be liable for that interference as well. Nor is there any justification for TDS's opposition to Ameritech Illinois' language recognizing that some copper cable pairs may not be ADSL- or POTS-capable.</p> |
| <p>TDS-37</p> <p>When should the installation interval apply and how should payments be made?</p> | <p>UNE 4.6</p> | <p><u>TDS POSITION:</u> TDS states that paying all charges up front is anti-competitive. TDS proposes paying in installments, with only 50% due up front.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issues TDS-33 and TDS-34. In addition, Ameritech Illinois is asking only that TDS pay what the 1996 Act requires it to pay: the cost associated with provisioning unbundled network elements. TDS's proposal would make Ameritech Illinois finance these up-front costs interest-free, and bear the risk that TDS might decide not to proceed with the arrangement. Unlike collocation arrangements within a central office or on an ILEC's premises, an Adjacent Location arrangement is almost exclusively customer specific and Ameritech Illinois therefore would not be able to recoup its costs from other carriers if TDS decides not to proceed.</p> |
| <p>TDS-38</p> <p>Should the IDF serve as the point of termination for adjacent access to UNEs?</p> | <p>UNE 4.7</p> | <p><u>TDS POSITION:</u> If TDS connects with fiber or coax, other points of termination will be applicable.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issues TDS-33 and TDS-34. This issue is part and parcel of Issue TDS-34. Since TDS should be required to use copper, the intermediate distribution frame is the point at which TDS should interconnect with Ameritech Illinois. As with Issue TDS-34, TDS's proposal to expand section 4.7 would increase the burden on Ameritech Illinois' central office entrance facilities. Furthermore, TDS's position is at odds with Ameritech Illinois' FCC-decreed right to design and manage its central office space in the manner it chooses. Finally, TDS's proposal would allow TDS, in violation of the 1996 Act, to interconnect with Ameritech Illinois at points where interconnection is not technically feasible.</p> |

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| <p>TDS-39 Should TDS be permitted two building entrances for each of three different type of interconnection methods?</p> | <p>UNE 4.14</p> | <p><u>TDS POSITION:</u> TDS proposes two entrances each for copper, coax and fiber, to allow for diversity.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issue TDS-33 and Issue TDS-34, with which this issue dovetails. Indeed, the fact that TDS wants as many as six separate conduit entrances per off-site arrangement underscores the burden that TDS’s proposal would impose. Entrance conduits are scarce resources that need to be made available to all carriers on a fair basis. The language proposed by Ameritech Illinois reasonably accommodates CLECs’ need for diversity and flexibility for future growth, while efficiently conserving scarce resources.</p> |
| <p>TDS-40 What should the adjacent location method allow for?</p> | <p>UNE 4.17</p> | <p><u>TDS POSITION:</u> TDS proposes that it should allow for copper, coax and fiber cable termination.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> This issue is substantially identical to TDS-34. Thus, for the reasons set forth in Ameritech Illinois’ discussion of Issue TDS-34, TDS’s proposed language for section 4.17 of the Appendix UNE should be rejected.</p> |
| <p>TDS-41 What is the appropriate scope of the Bona fide request process?</p> | <p>UNE 5.2.1</p> | <p><u>TDS POSITION:</u> TDS asserts that the Bona Fide Request process is limited to new UNEs, not existing, defined UNEs that Ameritech asserts require non-standard provisioning. Existing, defined UNEs should be subject to the facilities modification process.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS should be required to request currently defined UNEs that require non-standard provisioning or intervals through the BFR process, rather than the Facilities Modification Process (“FMP”). The FMP is an inappropriate mechanism for such requests. The FMP was developed so that Ameritech Illinois can proactively work with CLECs to reduce the number of situations in which the lack of available facilities threatens a CLEC’s ability to provide service. TDS does not claim that it does not, or will not, have access to the facilities needed to provide service. Further, pursuant to the FMP, Ameritech Illinois will work with the CLEC to establish modifications to existing facilities, and simple modifications will be made automatically and at no cost to the CLEC. Thus, TDS’s proposal to obtain currently defined UNEs that require non-standard provisioning or intervals through the FMP amounts to a request to obtain such UNEs without incurring the costs associated with a BFR.</p> |

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| <p>TDS-66</p> <p>Should Ameritech be allowed to exercise control over the design, construction and placement of adjacent structures?</p> | <p>Collocation 4.1.4.1</p> | <p><u>TDS POSITION:</u> Since Ameritech will not be constructing the structure they should not be able to control the design, etc. This could cause excess costs to CLECs to comply with arbitrary requirements of Ameritech.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois proposes that it retain reasonable control over the design, construction and placement of adjacent structures on Ameritech Illinois’ property. This is consistent with an ILEC’s right to plan and design its facilities, as recognized by the FCC. TDS’s proposal, on the other hand, would strip Ameritech Illinois of that right as it pertains to on-site adjacent structure collocation. TDS’s assertion that Ameritech Illinois’ exercise of such control could cause TDS to incur excess costs to comply with arbitrary requirements is mistaken. As the language proposed by Ameritech Illinois makes clear, Ameritech Illinois may exercise only “<i>reasonable</i> control over the design, construction and placement” of adjacent structures (emphasis added).</p> <p>TDS also opposes Ameritech Illinois’ proposed language permitting TDS to install equipment within such adjacent structures subject to the same requirements as pertain to other collocation arrangements. TDS’s position is meritless. The same provisions that govern use of collocated equipment within a central office building should apply to collocated equipment in an adjacent structure on the premises of the central office building, and TDS is seeking to sidestep legitimate restrictions on the type of equipment it may collocate.</p> |
| <p>TDS-71</p> <p>What documentation should Ameritech provide to TDS if TDS believes denial of collocation space is insupportable?</p> | <p>Collocation 5.3.3.2 and 5.3.3.3</p> | <p><u>TDS POSITION:</u> TDS requests that Ameritech be required to provide the same level of information that its affiliate provides in California.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS’s proposed language is overbroad and inconsistent with the 1996 Act and FCC regulations. The FCC has provided that, where an ILEC denies a request for physical collocation based on space availability, the ILEC must permit the CLEC to tour the premises and must provide floor plans to the Commission. The ILEC is not required to provide floor plans to the CLEC, as TDS proposes. Ameritech Illinois’ language is consistent with the FCC’s <i>Advanced Services Order</i> and allows TDS sufficient opportunity to challenge a denial of space, without requiring Ameritech Illinois to turn over highly confidential information.</p> |

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| <p>TDS-73</p> <p>What type of response to request for physical collocation must be made by Ameritech?</p> | <p>Collocation 5.3.4.1 et seq.</p> | <p><u>TDS POSITION:</u> TDS requests that Ameritech be required to provide the same level of information that its affiliate provides in California.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS’s proposed language for section 5.3.4 is overbroad. Ameritech Illinois’ language, on the other hand, is reasonable and consistent with the FCC’s regulations. As required by the FCC, Ameritech Illinois will file detailed floor plans or diagrams of the premises for offices where Ameritech Illinois asserts that collocation space is exhausted. TDS seeks to dictate to the Commission additional information that Ameritech Illinois should be required to provide to the Commission. But the information demanded by TDS may not even exist (and thus would need to be specially prepared to comply with TDS’s proposed requirement), or may be of little or no value to the Commission. The Commission should determine case-by-case what information it needs, if any, beyond that which the FCC requires.</p> |
| <p>TDS-78</p> <p>What provisions concerning the type of equipment that can be collocated should be included in the agreement?</p> | <p>Collocation 6.1 to 6.8</p> | <p><u>TDS POSITION:</u> TDS objects to the Ameritech attempts to paraphrase the numerous orders on this matter, and prefers a simple reference to the rules of the FCC or the Commission.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS proposes to gut eight sections of the interconnection agreement relating to the type of equipment that can be collocated. TDS’s proposed deletions are significant in scope and its proposed replacement language is simplistic and inadequate. Ameritech Illinois’ proposed language does not merely “paraphrase [FCC] orders on this matter,” as TDS claims. Rather, it provides important language relating to the type of equipment Ameritech Illinois is required to permit to be collocated and equipment it has voluntarily agreed to allow to be collocated, and is fully consistent with the 1996 Act and FCC regulations. Moreover, TDS improperly attempts to cherry pick certain language out of Ameritech Illinois’ proposed sections 6.1 through 6.8 in such a way as to completely alter the gist of those provisions.</p> |

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| <p>TDS-80 Should TDS be permitted to collocate equipment pending a dispute about whether such equipment may lawfully be collocated?</p> | <p>Collocation 6.13 and 6.13.1</p> | <p><u>TDS POSITION</u>: TDS concedes that equipment to which colorable claims related to safety have been made would not be collocated pending the resolution of the dispute. However, TDS asserts that Ameritech is not harmed if TDS collocates equipment that is only subject to a claim that Ameritech is not legally mandated to allow the equipment.</p> <p><u>AMERITECH ILLINOIS POSITION</u>: TDS seeks to be permitted to collocate equipment that Ameritech Illinois determines is not necessary for interconnection or access to UNEs while disputes about that determination are being resolved. Ameritech Illinois believes that instead, the status quo should be maintained while such disputes are being resolved: If the dispute arises after the equipment is already in the collocation space, the equipment may remain there while the dispute is resolved (unless TDS improperly put the equipment there in the first place without Ameritech Illinois' knowledge or authorization). But if the dispute arises before the equipment is placed in the collocation space, the equipment should stay out of the collocation space unless and until a determination is made that the equipment is eligible for collocation. To permit TDS to collocate equipment in all instances even though a preliminary determination has been made that the equipment is not authorized by the parties' agreement would be contrary to fundamental fairness and the basic legal principle that the status quo should be maintained in such circumstances.</p> |
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| <p>TDS-90</p> <p>What provisions should govern application and construction intervals for collocation space?</p> | <p>Collocation 10.1</p> | <p><u>TDS POSITION:</u> TDS proposes that payment be made within 21 days of notice that application is granted, and that space be reserved as of the time of application. The interval for all construction shall be 90 days.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS's proposal is unreasonable. First, it would require Ameritech Illinois to begin work before TDS pays any portion of the non-recurring charges it owes under the agreement. Ameritech Illinois' proposal justly requires an up-front payment of 50% of those charges at the time when TDS confirms its desire for Ameritech Illinois to proceed with construction , which occurs within 7 days after Ameritech Illinois grants TDS's collocation request. Moreover, Ameritech Illinois gives TDS a five-day grace period after the seventh day before canceling the order. Under TDS's proposal, fully one-third of the standard construction interval would expire before TDS had to pay any money.</p> <p>Second, TDS proposes that all construction be completed within 90 days, regardless of the volume of requests by TDS. Ameritech Illinois' proposal, on the other hand, appropriately permits additional time to complete construction in the event of a high number of requests. Ameritech Illinois' extended intervals kick in only when TDS submits numerous requests, not if the additional requests come from other carriers. Thus, TDS can prevent the intervals from being extended by spacing out its requests.</p> |
| <p>TDS-91</p> <p>Should there be a different interval within which Ameritech Illinois must fulfill a collocation request when power has not yet been provided in the collocation area?</p> | <p>Collocation 10.3</p> | <p><u>TDS POSITION:</u> The standard interval is 90 days for all collocation, thus this should be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois proposes that, where a central office does not yet have power to the collocation area, Ameritech Illinois be permitted 180 days to complete a request for collocation. This is a reasonable exception for the limited instances where power has not yet been provisioned and recognizes that significant additional work needs to be done to provision power (e.g., shipping parts, installation, testing, coordination with other major construction projects). The FCC has recognized that this very type of situation warrants an exception to the FCC's 90-day default interval.</p> |

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| <p>TDS-92</p> <p>Should there be a different interval within which Ameritech Illinois must fulfill a collocation request when TDS submits a large number of applications?</p> | <p>Collocation 10.4</p> | <p><u>TDS POSITION:</u> The standard interval is 90 days for all collocation, thus this should be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> As with Issue TDS-90, Ameritech Illinois’ proposal fairly provides for additional time to respond to collocation applications when there is an unusually high number of applications from TDS in a short period of time. This is a reasonable accommodation to permit Ameritech Illinois to have sufficient time to consider all requests from TDS in the event TDS files many requests at the same time. And, as with TDS-90, TDS has control over the timing of its requests and thus can control whether the intervals are extended.</p> |
| <p>TDS-93</p> <p>Intervals for Collocation. Should TDS pay additional applications fees for amending a collocation application?</p> | <p>Collocation 10.5</p> | <p><u>TDS POSITION:</u> TDS corrects reference to be consistent that all intervals are 90 days. No additional fees should be due for amended applications.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois’ proposal that TDS pay a fee when it amends a collocation application is fair and reasonable. If TDS amends its application, Ameritech Illinois may incur additional costs “if applicable. For example, an amended application may require Ameritech Illinois to perform otherwise unnecessary space planning and engineering work. If Ameritech Illinois does incur such costs, it should be entitled to recover them from TDS. In addition, the appropriate construction interval for an application amended after the 15th day of the first construction interval should take into account the volume of applications. (See also Issues TDS-90 and TDS-92.)</p> |
| <p>TDS-94</p> <p>Should there be a different interval and additional non-recurring charge for augments to collocation arrangements?</p> | <p>Collocation 10.6 and 10.7</p> | <p><u>TDS POSITION:</u> Augments should be under the normal 90 day interval or less. There should not be any additional non-recurring charge for augments.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> As with new collocation requests, a request to augment a collocation arrangement should be accompanied by an application and payment of 50% of the applicable non-recurring charges. TDS opposes paying such non-recurring charges, at the time of the application or otherwise. Ameritech Illinois is entitled to recover from TDS the costs it incurs, if any, to augment TDS’s collocation arrangement, and should be able to recover 50% of those costs before undertaking work on behalf of TDS. TDS seeks 14 days to pay 50% of the upfront charges which, for augments with 60-day intervals, would not be until 40% of the construction interval had elapsed (14 days after application is granted, which is 10 days after application is submitted, for a total of 24 days).</p> |

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| <p>TDS-96</p> <p>Should TDS be permitted to increase the size of its collocation space when it is using less than 60% of the space it already has?</p> | <p>Collocation 10.11</p> | <p><u>TDS POSITION:</u> TDS requests that it be allowed to augment its space at its discretion, so long as space is available.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois proposes that TDS be permitted to increase the size of its collocation cage only when TDS is making use of at least 60% of the space it already has. Additionally, Ameritech Illinois will permit TDS to begin the application process so long as TDS expects to reach 60% utilization by the time the process is completed. This proposal is reasonable and balances the needs of a CLEC desiring additional space with the needs of other CLECs seeking space as well, particularly in light of the fact that there is little (or no) space available at some Ameritech Illinois central offices. TDS's position that it be able to increase the size of its collocation cage without any limitation is unreasonable.</p> |
| <p>TDS-100</p> <p>Should Ameritech be proportionately liable for damages it jointly causes with third parties.</p> | <p>Collocation 14.2</p> | <p><u>TDS POSITION:</u> TDS deletes various portions and adds that Ameritech will be liable to TDS for damages only to the extent that Ameritech's fault or negligence contributed to the loss or damage.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Where damage to a CLEC's collocated equipment or facilities is caused by the action or omission of a third party, that party, not Ameritech Illinois, should be responsible for compensating the CLEC for any loss. Ameritech Illinois should not be required to insure all CLECs against losses caused by parties not under Ameritech Illinois' control.</p> |
| <p>TDS-101</p> <p>How much notice should Ameritech be required to give prior to a major construction project?</p> | <p>Collocation 17.1</p> | <p><u>TDS POSITION:</u> Except in emergencies, Ameritech should provide CLEC with written notice 20 business days before major construction project in the general area of the dedicated space or in the general area of the AC and DC power plants.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois has agreed to give TDS at least five business days notice before undertaking construction in the vicinity of a TDS collocation cage or the power plant serving that cage (except for projects that may disrupt power to TDS – see Issue TDS-102). TDS proposes 20 business days notice. Ameritech Illinois' proposal is more reasonable – it adequately informs TDS, recognizes that the need for major construction work may arise without much notice, and gives Ameritech Illinois the flexibility it needs to schedule and plan its construction work.</p> |

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| <p>TDS-102</p> <p>How much notice should Ameritech be required to give prior to scheduled AC or DC power work?</p> | <p>Collocation 17.3</p> | <p><u>TDS POSITION:</u> Ameritech should provide TDS with written notification within 20 business days of any scheduled AC or DC power work or related activity in the eligible structure that will cause or has the risk of causing an outage or any type of power disruption. On a non-discriminatory basis, Ameritech will provide TDS with an alternate plan to provide power in the case of such outage.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois has agreed to give TDS at least ten business days notice before undertaking power work that may cause a disruption of power to TDS's collocated equipment. TDS proposes 20 business days notice. Ameritech Illinois' proposal is more reasonable – it adequately informs TDS and gives Ameritech Illinois the flexibility it needs to plan its construction work. Ameritech Illinois' proposal recognizes that power-related work often must be done during off hours, making scheduling even more difficult. Moreover, Ameritech Illinois' proposal ensures that TDS has an alternate power supply.</p> |
| <p>TDS-103</p> <p>Should the insurance provisions be governed by the General Terms and Conditions?</p> | <p>Collocation 18</p> | <p><u>TDS POSITION:</u> TDS proposes that insurance be governed by the General Terms and Conditions. The insurance provisions of the GTC are sufficient and there is no reason to have additional or repetitive terms in other places.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois has cut back significantly on section 18 as Ameritech originally proposed it to TDS. As it now stands, section 18 does leave for the General Terms and Conditions the bulk of the insurance provisions, and retains as unique section 18 provisions only those that pertain uniquely to collocation. These terms are all reasonable and properly belong in the collocation portion of the parties' agreement.</p> |

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| <p>AIT-5</p> <p>Given that the parties' agreement will provide that the parties will compensate each other for the delivery of Internet Calls in accordance with a recent decision of the Public Service Commission of Wisconsin, should the agreement go on to provide that either party may avail itself of the FCC's recent Order on such traffic as a change of law?</p> | <p>Recip Comp 2.6</p> | <p><u>TDS POSITION:</u> The only issue Ameritech Illinois is setting forth in Issue AIT-5 is whether the agreement should provide that the parties may invoke the FCC's recent ISP Order as an Amended Rule (intervening law) pursuant to GT&C section 4.1. Ameritech Illinois does not know TDS's position on that issue.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> CLECs and ILECs have vigorously disputed the question whether reciprocal compensation applies to traffic that one carrier hands off to another for delivery to a customer of the second carrier that is an Internet Service Provider (referred to herein as "Internet Calls"). TDS set forth no issue concerning Internet Calls in its petition. Rather, TDS, in the redlined agreement submitted as an attachment to its petition, showed as agreed language in section 2.6 of the Appendix Reciprocal Compensation to the effect that the parties would compensate each other for Internet Calls in accordance with the order of the Public Service Commission of Wisconsin ("PSCW") in its Docket 05-TI-283, a generic docket on the treatment of Internet Calls.</p> <p>Ameritech Illinois agrees the parties' Illinois agreement will provide that the parties will compensate each other for Internet Calls in accordance with the PSCW's decision in Docket 05-TI-283. Ameritech Illinois therefore does not take issue with TDS's presentation of section 2.6 as an agreed provision (although Ameritech Illinois has, in the redline submitted herewith, "cleaned up" section 2.6 in non-substantive respects that Ameritech Illinois believes TDS will agree do not change the import of section 2.6 as it appeared in the TDS redline).</p> <p>Ameritech Illinois does, however, set forth for arbitration one limited issue that relates to intercarrier compensation on Internet Calls: On April 27, 2001 (after TDS filed its petition), the FCC released its Order on Remand and Report and Order in CC Dockets 96-98 and 99-68 ("FCC ISP Order"). In that Order, the FCC established an interim cost recovery mechanism for delivery of Internet Calls. Ameritech Illinois believes that the parties' agreement, having provided that the parties will compensate each other for Internet Calls in accordance with the PSCW's decision in Docket 05-TI-283, should further provide that either party may invoke the FCC ISP Order as an Amended Rule under section 4.1 of the General Terms and Conditions of their agreement, whether or not the FCC ISP Order would qualify as an Amended Rule as that term is defined in section 4.1. Accordingly Ameritech Illinois proposes to add a footnote to section 2.6 of the Appendix Reciprocal Compensation that so provides.</p> |
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| <p>TDS-107</p> <p>Is TDS be entitled to charge reciprocal compensation for terminating FX calls?</p> | <p>Recip Comp 2.7</p> | <p><u>TDS POSITION:</u> TDS should be paid reciprocal compensation for terminating this call. There is no way for TDS to know which calls are FX and thus which calls should not be billed.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> The first three digits of a phone number are called the “NXX.” Generally, any given NXX is associated with a particular local service area, or exchange. For example, if Smith and Jones live in the same local service area, they will typically both have NXXs that are associated with that area, and when Smith calls Jones, the network recognizes from the two NXXs that the call is within a single local service area. Subscribers can, however, obtain “foreign exchange” or “FX” service” from their phone companies. Subscribers with such service are assigned an NXX that is associated with a local service area other than the one in which they are actually located. When a subscriber (a store, for example) has FX service, people can make what would otherwise be intraLATA toll calls to the subscriber without paying intraLATA toll charges; because the network is “tricked” into seeing the call as being within a single local service area, the caller is billed for the call as if it were local.</p> <p>Issue TDS-107 concerns calls made by Ameritech Illinois customers to customers of TDS who obtain FX service from TDS (or vice versa). This Commission has previously ruled that such calls are not subject to reciprocal compensation, and should reiterate that ruling here. TDS contends “[t]here is no way for TDS to know which calls are FX and thus which calls should not be billed,” but that is dead wrong. The calls on which Ameritech Illinois is saying it is not required to pay reciprocal compensation are calls from an Ameritech Illinois customer <i>to</i> a TDS customer with FX service. Obviously, TDS knows these are FX calls, because TDS is providing the FX service.</p> <p>Under a recent FCC order, it is clear that reciprocal compensation does not apply to the calls that are the subject of Issue TDS-107, because such calls are exchange access or are subject to intrastate access regulations.</p> |
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| <p>TDS-112</p> <p>What process and rate should apply when Ameritech is the mandatory PTC?</p> | <p>Recip Comp 6.4</p> | <p><u>TDS POSITION:</u> TDS should be able to apply its own access rate. Further Ameritech should provide TDS with the necessary records to bill the access. Also TDS has requested, but has not been informed if there are any PTC arrangements that Ameritech contends will be applicable to this agreement.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Notwithstanding TDS's statement of its position, there is no dispute in connection with section 6.4 having to do with who provides records to whom. The only question is whether, for the traffic described in section 6.4, TDS should charge Ameritech Illinois TDS's essentially unregulated and likely inflated access rate, or should be limited to charging Ameritech Illinois based on Ameritech Illinois' access rate. As a matter of fundamental fairness and sound policy, TDS should not be permitted to charge Ameritech Illinois at a rate any greater than Ameritech Illinois' tariffed access rate so long as TDS enjoys the benefit of charging Ameritech Illinois reciprocal compensation based on the presumption that TDS's transport and termination rates for local traffic mirror Ameritech Illinois' transport and termination rates for local traffic.</p> |
| <p>TDS-119</p> <p>What should be the compensation for termination of intercompany traffic for intrastate intraLATA toll service traffic?</p> | <p>Recip Comp 11.1</p> | <p><u>TDS POSITION:</u> Compensation for termination of intercompany traffic will be as set forth in each party's intrastate access service tariff. For interstate intraLATA intercompany toll service traffic, compensation for termination of intercompany traffic will be as set forth in each party's interstate access service tariff. TDS will not agree to limit to Ameritech's tariff.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issue TDS-112.</p> |
| <p>TDS-123</p> <p>What limitations and liabilities should attach to TDS for use of electronic interfaces?</p> | <p>OSS 3.2.1</p> | <p><u>TDS POSITION:</u> TDS objects to the remedy of denying access as anti-competitive and also objects to the broad indemnity provisions.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Maintaining the security of Ameritech Illinois' electronic OSS is critical to all carriers that use those OSS, and to the customers they serve. It is essential that Ameritech Illinois be fully compensated if TDS fails to comply with security guidelines, and that Ameritech Illinois have the ability to do whatever is necessary to maintain security and protect all OSS users.</p> |

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| <p>TDS-124</p> <p>Should TDS be responsible for paying charges to Ameritech every time there is any inaccurate order?</p> | <p>OSS</p> <p>3.4</p> | <p><u>TDS POSITION:</u> TDS objects to this outrageous provision. Given the number of documented errors caused by Ameritech on a daily basis, and the confusing and ever changing processes and procedures instituted by Ameritech, there is no way TDS can be held to guarantee 100% accuracy in every order.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS errors in preparing and submitting orders cost Ameritech Illinois time and money. Ameritech Illinois is not asking TDS to “guarantee 100% accuracy in every order.” It is merely asking that TDS compensate Ameritech Illinois for any cost Ameritech Illinois incurs to process and/or help correct TDS’s mistakes. Further, Ameritech Illinois objects to TDS’s unsubstantiated and unwarranted assertions that Ameritech Illinois causes a “number of documented errors . . . on a daily basis,” or that Ameritech Illinois has instituted “confusing and ever changing processes and procedures.”</p> |
| <p>TDS-129</p> <p>Should Ameritech be permitted to seek indemnity against claims by third parties, including claims caused by Ameritech's own negligence?</p> | <p>911</p> <p>9.3</p> | <p><u>TDS POSITION:</u> TDS will agree not to make claims, but cannot take responsibility for claims made by others with respect to 911 service.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> The language agreed to by both parties specifically contemplates and releases Ameritech Illinois from liability with respect to damages alleged by third parties other than TDS. TDS’s proposal would, among other things, eviscerate that language by limiting it to claims brought by TDS itself.</p> |
| <p>TDS-130</p> <p>Should Ameritech be permitted to seek indemnity against claims by third parties, including claims caused by Ameritech's own negligence?</p> | <p>911</p> <p>9.4</p> | <p><u>TDS POSITION:</u> TDS will agree not to make claims, but cannot take responsibility for claims made by others with respect to 911 service.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issue TDS-129.</p> |

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| <p>TDS-144</p> <p>How are orders over TELIS handled?</p> | <p>NP</p> <p>3.4.7</p> | <p><u>TDS POSITION:</u> TDS supports language that states “for orders placed over Telis, Ameritech will provide for an ASR format that integrates PNP ordering.” TDS requires that the intervals be in the agreement.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Pursuant to the Plan of Record adopted in Docket No. 00-0592, Ameritech Illinois already provides two alternative, industry standard interfaces that accept order formats that integrate permanent number portability with the associated loop. TDS nevertheless wants to obtain the same capability from a third interface, Telis, which will soon be phased out in favor of the two industry standard interfaces. Telis predates number portability and was never designed to integrate number portability and loop orders. Given the short remaining life of Telis, and the availability of two industry standard alternatives, the cost of overhauling Telis to TDS’s tastes would vastly exceed any marginal benefit.</p> |
| <p>TDS-153</p> <p>Should TDS be required to use Ameritech for all operator services, or may it contract with another provider upon reasonable notice to Ameritech of a change in service level?</p> | <p>OS</p> <p>8.1</p> | <p><u>TDS POSITION:</u> TDS supports language that states it will provide Ameritech at least 30 days notice prior to any significant change in service levels for OS under this appendix.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois needs firm commitments from TDS as to OS service levels in order to perform the necessary advance planning and staffing to meet those service levels. It would be unfair and inefficient if Ameritech Illinois hired personnel and put resources in place to handle OS demand from TDS, only to have TDS reduce or even eliminate its use of Ameritech Illinois’ services on such short notice.</p> |
| <p>TDS-155</p> <p>Should TDS be permitted to terminate this appendix so that it may obtain services from another provider upon reasonable notice to Ameritech?</p> | <p>OS</p> <p>13.2</p> | <p><u>TDS POSITION:</u> Yes. TDS proposes a prior notice period – 30 days.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issue TDS-153</p> |

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| <p>TDS-156 Should this section be amended to include additional toll message types?</p> | <p>Recording 3.1</p> | <p><u>TDS POSITION:</u> PTC and other toll-transported messages should be included in this provision.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Appendix Recording addresses interexchange carrier transport only, and TDS’s proposed language for section 3.1 of Appendix Recording referring to “PTC or other toll” should therefore be rejected. Furthermore, TDS’s proposed language should be rejected because (1) Ameritech Illinois does not have the records TDS wants in the format required by the Appendix Recording, and so cannot provide the records to TDS pursuant to that Appendix, and (2) Ameritech Illinois will be pleased to provide TDS with the records it needs, although in a different format.</p> |
| <p>TDS-157 Should the Access Usage Records include PTC IntraLATA toll traffic?</p> | <p>Recording 3.3</p> | <p><u>TDS POSITION:</u> The Access Usage records should include PTC IntraLATA toll traffic.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS’s proposed language for section 3.3 of Appendix Recording, which would require Ameritech Illinois to provide Access Usage Records (“AUR”) for PTC intraLATA toll traffic should be rejected. Appendix Recording addresses only interexchange carrier transport. Consequently, Ameritech Illinois is required to provide AURs only for IXC transport, and not for PTC intraLATA toll traffic. <i>See also</i> discussion of Issue TDS-156.</p> |
| <p>TDS-158 Must CLEC provide a portion of signaling links?</p> | <p>SS7 2.5</p> | <p><u>TDS POSITION:</u> TDS proposes that it be allowed to provide trunking over the joint SONET.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> If TDS were permitted to provide trunking over the joint SONET, Ameritech Illinois would necessarily – and inappropriately – wind up paying for a portion of the signaling link. There is no basis for foisting even part of the cost of the signaling link on Ameritech Illinois, and TDS’s proposed language should therefore be rejected.</p> |

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| <p>TDS-163</p> <p>Should TDS be limited to providing resale services only according to Ameritech retail tariffs, and rules for resale?</p> | <p>Resale 3.1</p> | <p><u>TDS POSITION:</u> TDS requests deletion of the portion referring to rules upon resale. Ameritech should not place unnecessary restrictions on resold services.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois proposed language for section 3.1 is perfectly reasonable. All it provides is that when TDS buys from Ameritech at wholesale rates telecommunications services that Ameritech provides to its retail customers via tariff, the rules and regulations in Ameritech’s tariff will (with appropriate exceptions) apply equally to TDS. Section 3.1 ensures both parity and non-discrimination, which is the underlying principle of the tariff system (and of the 1996 Act). Ameritech should not be required to give TDS an unearned competitive advantage in the retail market, as TDS’s proposed deletions from section 3.1 would do. Note that Issue TDS-163 does not reflect the parties’ disagreement as it now stands: The statement of the issue suggests that Ameritech Illinois is proposing language that would restrict TDS in its resale of services purchased from Ameritech Illinois. In reality, Ameritech Illinois’ proposed language says nothing about the terms or conditions upon which TDS may resell services; rather, it says only that TDS takes the tariffed services subject to the same rules and regulations as an Ameritech Illinois retail customer.</p> |
| <p>TDS-167</p> <p>Should there be penalties for violation of agreement?</p> | <p>Resale 3.12</p> | <p><u>TDS POSITION:</u> TDS favors deleting portions calling for penalties.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Agreed language in Resale section 3.12 provides that if TDS is in breach of any of its obligations under the Resale Appendix, Ameritech Illinois will notify TDS of the breach and TDS has 30 days to correct the violation. Ameritech Illinois believes the provision should go on to set forth the measure of TDS’s liability to Ameritech Illinois for the breach. TDS calls this a “penalty,” but it is not a penalty at all. Rather, the measure of damages that Ameritech Illinois proposes is a fair measure of the injury Ameritech Illinois would suffer in the event of a breach. TDS has no cogent explanation for its opposition to Ameritech Illinois’ proposed language.</p> |

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| <p>TDS-189</p> <p>In cases of line sharing by two CLECs, can TDS and the other CLEC use Ameritech splitters, equipment, cross connects or OSS systems to facilitate line sharing?</p> | <p>DSL</p> <p>4.5</p> | <p><u>TDS POSITION:</u> Parties using Ameritech loops will in some way have to use Ameritech OSS in order to access the loop in the first place. The language in the agreement is much too broad, and therefore TDS requests that it be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> In cases of line sharing between two CLECs (often referred to as line splitting), TDS and the other CLEC cannot require Ameritech Illinois to provide splitters, equipment, cross connects or OSS systems to facilitate such line splitting. <i>First</i>, under the Eighth Circuit’s decisions in <i>IUB I</i> and <i>IUB III</i>, Ameritech Illinois cannot be required to provide new combinations of network elements. TDS’s line splitting proposal would improperly require Ameritech Illinois to separate currently combined UNEs and recombine those UNEs with other facilities that are not UNEs (an Ameritech Illinois-owned splitter). <i>Second</i>, under the <i>Line Sharing Order</i> and <i>Texas Approval Order</i>, Ameritech Illinois cannot be required to provide access to the HFPL over the UNE-P when Ameritech Illinois is not the voice provider. <i>Third</i>, Ameritech Illinois is not required to provide splitters under any circumstances and, therefore, cannot be required to provide them to CLECs utilizing the UNE-P. <i>Fourth</i>, because Ameritech Illinois is not required to provide line splitting, it is not required to develop and make available a process to support a CLEC’s sharing of an unbundled loop with another CLEC. <i>Fifth</i>, Ameritech Illinois’ only role is to provide the UNE that either of the CLECs orders pursuant to its interconnection agreement; Ameritech Illinois has no part to play in coordinating the dealings between two CLECs. <i>Sixth</i>, Ameritech Illinois’ position is strongly supported by the FCC’s most recent order on the matter, the January, 2001, <i>Line Sharing Reconsideration Order</i>, and by this Commission’s decision in Docket 00-0393. In sum, Ameritech Illinois’ proposed contract language complies with the applicable federal law, and in no way prevents TDS from obtaining access to Ameritech Illinois’ OSS to place orders for unbundled loops, or for the HFPL of loops where Ameritech Illinois is the voice service provider.</p> |
| <p>TDS-190</p> <p>Should Ameritech be obligated to provision xDSL capable loops in instances where physical facilities do not exist?</p> | <p>DSL</p> <p>4.6</p> | <p><u>TDS POSITION:</u> If Ameritech builds new facilities for AADS or in aid of Project Pronto, it must provide the same service on a non-discriminatory basis to TDS.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> The language proposed by Ameritech Illinois simply implements the 1996 Act, under which Ameritech Illinois need only provide access to its existing network. Ameritech Illinois cannot be required to construct new facilities at TDS’s demand.</p> |

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| <p>TDS-196 What should Acceptance Testing include?</p> | <p>DSL 8.2</p> | <p><u>TDS POSITION:</u> TDS supports language stating that “all loops shall be tested to verify absence of load coils, excessive bridge taps, foreign voltage, grounds or other elements that make the loop unsuitable.”</p> <p><u>AMERITECH ILLINOIS POSITION:</u> The extent of and procedures for acceptance testing have already been addressed in detail and resolved in the Commission’s recent order in the Illinois OSS docket, no. 00-0592. TDS is trying to expand “acceptance testing” so that it includes not only testing, but conditioning the loop to facilitate the provision of advanced services. Conditioning activities are already covered by a separate section of the Agreement, and the rates and terms for these activities have also been considered and decided, both by the Commission and by the FCC. TDS is simply trying to circumvent the Commission-approved rates for conditioning by forcing Ameritech Illinois to do conditioning work for free, as part of the acceptance test.</p> |
| <p>TDS-197 Should Ameritech be relieved of obligation to perform acceptance testing?</p> | <p>DSL 8.3.5</p> | <p><u>TDS POSITION:</u> This provision should be deleted.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> See Issue TDS-196.</p> |
| <p>TDS-201 What should Ameritech repair at no charge to TDS?</p> | <p>DSL 9.4</p> | <p><u>TDS POSITION:</u> Any defects which would be unacceptable for POTS or which result from conditioning or other work performed by Ameritech.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois should not be required to repair at no charge to TDS defects that result from design modifications performed to satisfy TDS’s requests.</p> |

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| <p>TDS-206</p> <p>What efforts should Ameritech make concerning the availability of Ameritech Structure for TDS's Attachments?</p> | <p>ROW</p> <p>2.1.2</p> | <p><u>TDS POSITION:</u> TDS believes Ameritech should make all reasonable efforts to modify or amend franchises or authorities from government agencies, and to amend any agreements with private entities to remove any restrictions or impediments to providing TDS access to structures.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS's proposed addition to section 2.1.2 of Appendix ROW is unreasonable. TDS should be solely responsible for securing any necessary franchises, consents or permits from applicable authorities and property owners, and should not force Ameritech Illinois to act as TDS's involuntary agent. TDS is in the best position to negotiate on its own behalf with government or private entities. Moreover, TDS's proposed language is inconsistent with section 2.3.1 of the Appendix ROW, in which TDS has already agreed to be solely responsible for securing such agreements.</p> |
| <p>TDS-212</p> <p>How much should the unauthorized attachment fee be if TDS places attachment without a permit?</p> | <p>ROW</p> <p>11.5</p> | <p><u>TDS POSITION:</u> The penalty proposed by Ameritech is punitive. TDS proposes 1.5 times the annual attachment fee for an authorized attachment.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> Ameritech Illinois' proposed fee of five times the annual attachment fee in the event of an unauthorized attachment is necessary to deter violations by TDS of its agreement. Moreover, it is consistent with the FCC's rulings with respect to penalties for unauthorized attachments. TDS's proposed fee of 1.5 times the annual fee is too low.</p> |
| <p>TDS-219</p> <p>Should FX and FGA Appendices be part of this agreement?</p> | <p>FX; FGA</p> | <p><u>TDS POSITION:</u> TDS proposes a place holder with negotiation and dispute resolution under the General Terms and Conditions to be the same as any other amendment to the contract.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> TDS has never contended that any provision in the FX or FGA Appendix is unlawful, unfair, or otherwise objectionable. Rather, TDS's contention is that it does not offer FX service or use FGA service, and therefore has no need for these appendices. Thus, as the Wisconsin Panel concluded, the appendices should be included in the agreement because – even under TDS's view of the world – they can do TDS no harm and they will be needed if TDS's plans change. Ameritech Illinois' testimony will demonstrate additional reasons for including these two appendices. For present purposes, however, it bears noting that in Issue TDS-107, TDS is contending that Ameritech Illinois should pay TDS reciprocal compensation when TDS terminates calls to TDS customers with FX service. That position is at odds with TDS's contention that it provides no FX service.</p> |

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| <p>AIT-6</p> <p>To the extent that provisions of the agreement do not apply in states other than Illinois, should the agreement include, for the benefit of carriers that may wish to adopt this agreement, the variations of those provisions that do apply in those states?</p> | <p>Entire Agreement</p> | <p><u>TDS POSITION:</u> TDS opposes the inclusion of provisions that would apply to carriers that might adopt the agreement for use in other states.</p> <p><u>AMERITECH ILLINOIS POSITION:</u> The contract document that the parties used as the baseline for their negotiations was the so-called “13-State” SBC interconnection agreement. This document was designed for use by all CLECs in any or all of the thirteen states in which an SBC affiliate is an incumbent local exchange carrier.</p> <p>Most of the provisions in the 13-State agreement are equally applicable in all thirteen states. Because of state-to-state variations in regulation, interpretation of law, networks, and other considerations, however, there are instances in which the 13-State agreement appropriately sets forth alternative provisions, with one variation identified as applying in certain state(s) and other variation(s) identified as applying in other states(s). <i>See, e.g.</i>, Appendix NIM, section 1.9 (as it appears in agreed language in the TDS redline), appropriately distinguishing between “local exchange area” and “LATA” depending on the differing regimes in differing “SBC” states.</p> <p>When the FCC approved the merger between SBC and Ameritech, it conditioned its approval on a requirement that any agreement that any affiliate of the new SBC made in any state could be adopted by a carrier in any of the other twelve “SBC” states. Under that requirement, the TDS/Ameritech Illinois agreement may be adopted by CLECs in Connecticut, Missouri, Texas, California, and eight other states. When carriers are looking at the TDS/Ameritech Illinois agreement to see whether they want to adopt it, they need to be able to tell which of the provisions in the agreement are Illinois-specific (or, similarly, which provisions do not apply in their state(s)). Accordingly, Ameritech Illinois proposes to include in the TDS/Ameritech Illinois agreement all of the variant provisions referred to above. The inclusion of these provisions will not affect the dealings between TDS and Ameritech Illinois in any way, and thus cannot possibly prejudice TDS. On the other hand, the inclusion of the non-Illinois provisions (designated in each instance as not being applicable in Illinois) is a great service to carriers that might consider adopting this agreement – and can also reduce the likelihood of disputes when such carriers do adopt this agreement. Accordingly, the Commission should determine that the parties’ agreement will include the variant provisions.</p> |
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